

IT IS ORDERED as set forth below:

Date: July 24, 2023



A handwritten signature in black ink, appearing to read "Lisa Ritchey Craig".

Lisa Ritchey Craig
U.S. Bankruptcy Court Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
(Newnan)

IN RE:

Luis Ernesto Ontiveros, Ellen Paige
Ontiveros, Andrew Ontiveros

Debtor(s).

CASE NO. 23-10523-lrc
CHAPTER 13

Judge Lisa Ritchey Craig

Progress Residential Borrower 8, LLC

Movant

CONTESTED MATTER

v.

Luis Ernesto Ontiveros, Ellen Paige
Ontiveros, Debtor(s); Andrew Ontiveros,
Debtor(s), Codebtor
Melissa J. Davey, Trustee

Respondents.

**ORDER DENYING MOTION FOR RELIEF FROM STAY WITH STRICT
COMPLIANCE**

This matter came before the Court on Movant's Motion for Relief from Stay [Doc. No. 15], as filed on June 7, 2023. A hearing was scheduled on Movant's Motion on June 27, 2023.

Movant and Debtor resolved the Motion by evidencing their consent to terms contained herein, as further announced at the hearing on the Motion. No party appeared in opposition as to the Motion on behalf of the Codebtor.

Movant is a landlord/creditor pursuant to a Residential Lease Agreement dated January 17, 2023, at a rate of \$2402.00 per month (hereinafter, the "Lease"). The Lease is executed by Luis Ernesto Ontiveros, Ellen Paige Ontiveros, and Andrew Ontiveros, relative to certain property known as 10 Arran Court, Newnan, GA 30263, (hereinafter, the "Property"). A true and correct copy of the Lease was attached to the Motion and incorporated herein by reference.

The Debtor failed to timely remit rent under the terms of the Lease for non-payment of rent in the amount of \$10,730.47, including a post-filing default for failure to pay rent for the month of June 2023; as a result, Movant sought relief from the automatic stay.

Debtor desires to remain in possession of the Property and to otherwise abide by the terms and obligations of the Lease. Therefore, the Court orders as follows:

IT IS HEREBY ORDERED that the Motion for Relief from Stay with respect to the Property as to the Debtors and Codebtor is denied, as the parties herein agree that the interest of Movant is adequately protected by payment and performance as more particularly set forth hereinafter.

IT IS FURTHER ORDERED that the post-petition arrearage through June 2023 totals \$3,437.89, representing rent, late fees, and utilities. This arrearage shall be paid as follows: on or before July 3, 2023.

IT IS FURTHER ORDERED that all payments tendered by Debtor to Movant shall be made in certified funds. Payments must be received at Movant's mailing address, as located at PO Box 4300, Scottsdale, AZ 85261

or to such address as may be later designated and. Failure to tender the above-described payment shall entitle Movant to an order lifting the stay to allow it to pursue its state law remedies as to Debtor and the Property upon a sworn affidavit of Movant's counsel without further hearing.

IT IS FURTHER ORDERED that Debtor will resume strict compliance with the Lease, including as to the monthly rental payments and utilities due thereunder beginning July 1, 2023. Should Debtor default on the payments of the arrearage payments referenced above and/or the regular rental payments which come due according to the Lease for a period of six months through December 31, 2023, then upon notice of default sent by first class mail to Codebtor, Debtor, and Debtor's attorney to the respective addresses that appear on the attached distribution list and failure to cure such default within five (5) days from the date of receipt of such notice by sending payment to such address that Movant directs in its Notice of Default, Movant may file a motion and affidavit of default with the Court, with service upon Debtor and Debtor's attorney, and the Court may enter an Order lifting the automatic stay under §§362(a),(d) and § 1301 without further notice or hearing.

[END OF DOCUMENT]

/s/ Matthew F. Totten
Matthew F. Totten
GA Bar No. 798589
THE TOTTEN FIRM, LLC
2090 Dunwoody Club Dr.
Ste 106-33
Atlanta, GA 30350
Attorney for Movant

/s/ H. Brooks Cotten (w/ exp. perm.)
H. Brooks Cotten
Ga Bar. No. 189545
H. Brooks Cotten, P.C.
40 Jefferson Street
Newnan, GA 30263
Attorneys for Debtors

Seen and No Opposition:

/s/ Kelsey A. Makeever

(w exp. perm).

Kelsey A. Makeever

Ga Bar No. 371499

Office of Melissa J. Davey

Standing Chapter 13 Trustee

Suite 2250

233 Peachtree Street NE

Atlanta, GA 30303

Distribution List:

H. Brooks Cotten
H. Brooks Cotten, P.C.
40 Jefferson Street
Newnan, GA 30263
Counsel for Debtor

Matthew F. Totten
THE TOTTEN FIRM, LLC
2090 Dunwoody Club Dr.
Ste 106-33
Atlanta, GA 30350
Counsel for Movant

Melissa J. Davey
Standing Chapter 13 Trustee
Suite 2250
233 Peachtree Street NE
Atlanta, GA 30303
Trustee

Luis Ernesto Ontiveros, Ellen Ontiveros
10 Arran Court
Newnan, GA 30263
Debtors

Andrew Ontiveros
10 Arran Court
Newnan, GA 30263
Codebtor